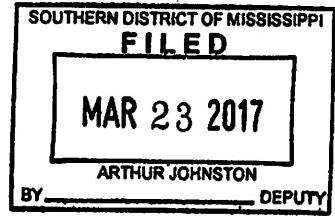


IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
Plaintiff,)
v.) CASE NO. 1:13-cv-00464-HSO-RHW
RITE WAY SERVICE, INC.)
Defendant.)



CONSENT DECREE

I. INTRODUCTION

The United States Equal Employment Opportunity Commission filed this action on June 27, 2013 against Rite Way Service, Inc. (hereinafter referred to as "Rite Way" or "Defendant") pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (Title VII), and the Civil Rights Act of 1991, 42 U.S.C. § 1981a. In its Complaint, the Commission alleged that Rite Way retaliated against Mekeva Tennort (hereinafter referred to as "Charging Party"), in violation of Section 704(a) of Title VII, 42 U.S.C. § 2000e-3(a), and the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

The parties do not object to the jurisdiction of the Court over this action and waive their rights to a hearing and the entry of findings of fact and conclusions of law. The parties agree that this Consent Decree is fair, reasonable, and equitable and does not violate the law or public policy.

The Defendant denies that it engaged in any unlawful employment practice. In the interest of resolving this matter and as a result of having engaged in comprehensive settlement

negotiation, the parties have agreed that this action should be finally resolved by entry of this Decree.

It is hereby ORDERED, ADJUDGED, and DECREED:

A. This Consent Decree is entered into by the Commission and Rite Way. This Consent Decree shall be final and binding between the Commission and Rite Way, its directors, officers, agents, employees, successors or assigns and all persons in active concert or participation with it.

B. This Consent Decree shall not constitute an adjudication of or finding on the merits of the case and shall not be construed as an admission by Rite Way of any violation of the Title VII of the Civil Rights Act of 1964, as amended.

C. This Consent Decree shall resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 1:13-cv-00464-HSO-RHW. This Consent Decree does not affect any other administrative charges pending with the Commission or any cases currently pending in court other than the case specifically referenced in this Decree.

D. Rite Way, including its officers, agents, employees, successors, and assigns, and all of those in active concert or participation with them, or any of them, are permanently enjoined for the duration of the Decree from retaliating against any employee because he or she (i) opposed discriminatory conduct believed to be unlawful under Title VII, (ii) reported conduct believed to be unlawful under Title VII to officers of Rite Way, (iii) filed a charge or is assisting or participating in the filing of a charge of discrimination, including sexual harassment, or (iv) assisted or participated in an investigation or proceeding resulting from any of the preceding items.

E. This Consent Decree shall be filed in the United States District Court for the Southern District of Mississippi, Southern Division, and shall be in effect, and continue to be in effect, for a period of three years (3) years from the date of entry of this Consent Decree by the Court.

F. Any modification of this Consent Decree by any party shall be made by motion to the Court.

G. The Court shall retain jurisdiction over this case in order to enforce the terms of the Consent Decree.

II. DEFENDANT'S STATEMENT OF NON-ADMISSION

1. This Decree shall not constitute an adjudication or finding on the merits of this case, nor shall it be deemed an admission by Rite Way of any violation of Title VII. Rite Way denies any liability for any and all claims asserted in the Complaint and denies that it has violated Title VII in any manner.

III. MONETARY PROVISIONS

2. In full and complete resolution of this matter, Rite Way will pay \$72,000, allocated as described herein.

3. Within forty-five (45) calendar days after the date of this Consent Decree, Rite Way shall mail or forward to Mekeva Tennort a check in the amount of \$70,000. Defendant shall also issue to Mekeva Tennort appropriate tax forms reflecting this payment on or before January 31, 2018.

4. The check and tax forms shall be mailed to Mekeva Tennort at an address that will be separately supplied by the Commission to Rite Way or its counsel.

5. Within seven business days of issuance of the check, Rite Way shall furnish a copy of the check and related correspondence to the Regional Attorney, Equal Employment Opportunity Commission, 1130 22nd Street South, Suite 2000, Birmingham, AL 35205.

6. Rite Way will not condition the receipt of monetary relief on Mekeva Tennort's agreement to: (a) maintain as confidential the facts and/or allegations underlying his charges and complaint and the terms of this Decree; or (b) enter into a confidentiality agreement.

7. Within forty-five (45) calendar days after the date of this Consent Decree, Rite Way shall also mail or forward to Diversified Maintenance Systems LLC a check in the amount of \$2,000 designated for live Title VII training. Rite Way's obligations with respect to this payment are fully met upon Rite Way's forwarding of the payment to Diversified. Diversified, however, is not in any way a party to this Consent Decree. Diversified is under no obligation to report or verify—to Rite Way or to the Commission—how the \$2,000 is used. And neither Rite Way nor the Commission is empowered to inquire or ascertain how Diversified used the \$2,000.

IV. OTHER RELIEF

8. Rite Way will expunge all references, if any, to the charges of discrimination filed against Rite Way or participation in this action from Mekeva Tennort's personnel file.

9. Rite Way will provide Mekeva Tennort with a neutral employment reference. The reference shall further verify her dates of employment, will not comment of Tennort's eligibility for rehire, and will not reveal the reason for her separation from employment. Rite Way will provide Mekeva Tennort with a signed copy of the written reference attached as Exhibit "A", signed and printed on Rite Way's letterhead, within thirty (30) calendar days after the date of this Decree.

V. POLICIES

10. In the event Rite Way resumes active business operations, within thirty (30) calendar days thereafter, Rite Way shall develop and implement comprehensive policies and procedures to ensure that applicants and employees are not subject to discrimination and retaliation made unlawful by the Title VII. At a minimum, the policies and procedures shall contain and provide for the following:

- a) A requirement that Rite Way managers, supervisors, and human resources employees be trained on the requirements of Title VII;
- b) Notice to applicants and employees (via the policies and procedures, and a poster displayed in a public area of each Rite Way's facilities) of their rights under the Title VII, including their right to be free from retaliation for asserting their rights under Title VII, including but not limited to submitting internal complaints of discrimination and retaliation under Title VII or filing charges of discrimination or retaliation with the Commission;
- c) A plan for training Rite Way supervisors, managers, and human resources personnel on the requirements of the Title VII, and Rite Way's Title VII policies and procedures;
- d) A provision for disciplinary action, up to and including termination, that may be imposed on supervisors, managers and human resources employees who violate Title VII, or Rite Way's Title VII policies and procedures;
- e) A process for applicants and employees to submit complaints of Title VII-related discrimination and retaliation; and
- f) A clear statement that Rite Way will take immediate corrective and remedial action where appropriate to prevent or stop retaliation or discrimination.
- g) A system for ensuring the dissemination to all Rite Way employees of a copy of Rite Way's Title VII policies and procedures.

VI. TRAINING

11. In addition to the \$2,000 payment described above in Paragraph 7, within forty-five (45) calendar days after the date of this Consent Decree, Rite Way, at its expense, shall provide training materials by certified mail to Alexander McCullum and Thomas Walker on all

aspects of Title VII including, but not limited to, the legal requirements of Title VII, and the anti-retaliation provisions of Title VII. The training materials shall be delivered to the EEOC Birmingham District Office, to the attention of the Regional Attorney at the address set out above, at least one week in advance of their mailing.

12. In the event Rite Way resumes active business operations, within thirty (30) calendar days thereafter, Rite Way shall ensure that all supervisors and managers will attend a sixty (60) minute live training at Rite Way's Mississippi and Alabama business locations. The training will cover the types of discrimination prohibited by law, the protections against retaliation for reporting discrimination, methods to report discrimination, how to investigate discrimination, how to document investigations of discrimination, how to treat employees who report discrimination, and the types of disciplinary actions that will be taken against any employee that engages in discrimination. The training will conclude with a minimum of fifteen (15) minutes for questions and answers. All persons attending the training will sign a registry of attendance. Rite Way will retain the registry for the duration of this Decree.

13. If the event Rite Way resumes active business operations, within thirty (30) calendar days thereafter, Rite Way shall train all employees on Title VII, and Rite Way's Title VII policies and procedures. The training shall cover all aspects of Title VII including, but not limited to, the legal requirements of the Title VII, hiring and job application procedures in relation to the discrimination and retaliation provisions of Title VII. The training also shall explain the steps employees should take to submit internal complaints of discrimination and/or retaliation. The training will be repeated (with modifications to ensure its compliance with the law) on an annual basis during the term of this Decree.

14. Each Title VII training session shall last two hours, and Rite Way shall generate a registry containing signatures of all persons in attendance. Rite Way shall retain each registry for the duration of this Decree.

15. Each training session shall be delivered in accord with an outline prepared at least two weeks in advance of the training. The outline, all training materials (pamphlets, brochures, agendas, videos), and the registry shall be delivered to the EEOC Birmingham District Office, to the attention of the Regional Attorney at the address set out above at least one week in advance of each training session. Acceptance or review of these materials by the Commission shall not constitute approval of the said materials, but may be retained for compliance purposes.

VII. **REPORTING**

16. In the event Rite Way resumes active business operations, on a semi-annual basis for the duration of this Consent Decree, Rite Way will provide the Birmingham District Office Regional Attorney a report on its compliance with this decree.

VIII. **APPLICATION AND NOTICE OF DISPUTE**

17. In the event that the Commission believes during the term of this Consent Decree that Rite Way has failed to comply with any provision(s) of this Decree, the Commission shall notify Rite Way of the alleged non-compliance and shall afford Rite Way ten (10) calendar days thereafter to remedy the non-compliance or to satisfy the Commission that the alleged non-compliance is not well founded. Thereafter, the Commission may apply to this Court for appropriate relief.

IX. **COSTS AND ATTORNEY FEES**

18. Each party shall bear its own attorney's fees and costs incurred in this action up to the date of the entry of this Decree.

X. DURATION OF DECREE

19. The duration of the Consent Decree shall be thirty-six (36) months from its entry by the Court. The Court shall retain jurisdiction over this action for the duration of the Consent Decree, during which Rite Way or the EEOC may petition this Court for compliance with the Consent Decree. Should the Court determine that either party has not complied with this Consent Decree, appropriate relief, including extension of the Consent Decree for such period as may be necessary to remedy its non-compliance, may be ordered. Absent extension, the Consent Decree shall expire by its own terms at the end of thirty-six (36) months from the date of entry, without further action by the Parties.

20. The parties agree to the entry of the Consent Decree subject to final approval by the Court.

SO ORDERED, ADJUDGED, and DECREED this 23rd day of March, 2017.


HALIL SULEYMAN OZERDEN
UNITED STATES DISTRICT JUDGE

For PLAINTIFF EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:

JAMES L. LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
131 M. Street NE
Washington, D.C. 20507



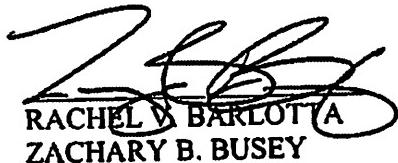
MARSHA RUCKER, Regional Attorney
Gerald Miller, Senior Trial Attorney
Harriett Oppenheim, Senior Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Birmingham District Office
1130 22nd Street South Suite 2000.
Birmingham, Alabama 35205
Phone: 205. 212.2045
Fax: 205. 212.2041
Email: marsha.rucker@eeoc.gov; gerald.miller@eeoc.gov; harriett.johnson@eeoc.gov

For RITE WAY SERVICE, INC.



RHONDA SIEGEL, VICE PRESIDENT
As Corporate Representative of Defendant, Rite Way Service, Inc.



Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
420 20th Street North
Suite 1400
Birmingham, Alabama 35203
Phone: 205.244.3822
Facsimile: 205.488.3822
Email: rbarlotta@bakerdonaldson.com; zbusey@bakerdonelson.com

EXHIBIT A



4926 Cold Harbor Drive
Birmingham, AL 35223
Phone: 205-956-4165

February 7, 2017

To Whom It May Concern:

Rite Way employed Mekeva Tennort as a general cleaner from September 2009 to September 2011. She was paid on an hourly basis and was eligible for overtime. She was primarily assigned to Biloxi Junior High School in Gulfport, Mississippi.

Sincerely,

A handwritten signature in black ink that reads "Rhonda H. Siegel". The signature is fluid and cursive, with "Rhonda" and "H." being more stylized and "Siegel" being more formal.

Rhonda H. Siegel
Vice-President